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Attorney for Plaintiff
MICHAEL GRECCO PRODUCTIONS,
INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL GRECCO
PRODUCTIONS, INC., a California
Corporation,

Plaintiff,

v.

RED BLUE MEDIA, INC., a
Delaware Corporation; and DOES 1
through 10, inclusive,

Defendant.

CASE NO. 2:22-cv-07506-MCS-AGR

**STIPULATED PROTECTIVE
ORDER¹**

Complaint Served: November 9, 2022

Hon. Mark C. Scarsi

1. PROTECTED MATERIALS

A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve the production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

¹ Revised from:
[https://www.cacd.uscourts.gov/sites/default/files/documents/AGR/AD/FINAL%20FORM%20STIPULATED%20PROTECTIVE%20ORDER%20\[REVISED%20SEPT%2016%202014\].pdf](https://www.cacd.uscourts.gov/sites/default/files/documents/AGR/AD/FINAL%20FORM%20STIPULATED%20PROTECTIVE%20ORDER%20[REVISED%20SEPT%2016%202014].pdf)

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles. The parties further acknowledge, as set forth in
3 Section 12.3, below, that this Stipulated Protective Order does not entitle them to
4 file Protected Materials under seal; Civil Local Rule 79-5 sets forth the procedures
5 that must be followed and the standards that will be applied when a party seeks
6 permission from the court to file material under seal.

7 No person or party shall use any Protected Materials or information derived
8 from Protected Materials produced in this action for any purpose other than use in
9 the above-captioned case. All Protected Materials shall be used solely for the purpose
10 of conducting and preparing for settlement, pre-trial, post-trial, and appellate
11 proceedings (both direct and collateral) and in this action and for no other purposes
12 whatsoever, and shall not be used for the economic benefit of a party, or any third
13 party. Protected Materials may be disclosed only to the categories of persons and
14 under the conditions described by designation as set forth in this Order.

15 **B. GOOD CAUSE STATEMENT**

16 This action is likely to involve personal identifying information of customers
17 and pricing lists and other valuable research, development, commercial, financial,
18 technical and/or proprietary information for which special protection from public
19 disclosure and from use for any purpose other than prosecution of this action is
20 warranted. Such confidential and proprietary materials and information consist of,
21 among other things, confidential business or financial information, information
22 regarding confidential business practices, or other confidential research,
23 development, or commercial information (including information implicating
24 privacy rights of third parties), information otherwise generally unavailable to the
25 public, or which may be privileged or otherwise protected from disclosure under
26 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
27 expedite the flow of information, to facilitate the prompt resolution of disputes over
28 confidentiality of discovery materials, to adequately protect information the parties

1 are entitled to keep confidential, to ensure that the parties are permitted reasonable
2 necessary uses of such material in preparation for and in the conduct of trial, to
3 address their handling at the end of the litigation, and serve the ends of justice, a
4 protective order for such information is justified in this matter. It is the intent of the
5 parties that information will not be designated as CONFIDENTIAL or
6 CONFIDENTIAL ATTORNEY'S EYES ONLY for tactical reasons and that
7 nothing be so designated without a good faith belief that it has been maintained in a
8 confidential, non-public manner, and there is good cause why it should not be part
9 of the public record of this case.

10 **C. ENSURING THE SECURITY OF PROTECTED MATERIALS**

11 The parties shall maintain the Protected Materials safely and securely, and
12 shall exercise reasonable care in ensuring the security and confidentiality of the
13 Protected Materials by storing the Protected Materials in a secure place, such as a
14 locked office, or otherwise secure facility where visitors are not left unescorted.
15 This duty to secure extends to the party's vendors and data hosting services.

16 To the extent that Protected Materials, or any copies or reproductions thereof,
17 are stored electronically, the Protected Materials will be stored on an encrypted
18 storage medium, including a password-protected computer, or device. Encryption
19 keys must be stored securely and not written on the storage media that they unlock.

20 If a party makes, or causes to be made, any further copies of any of the
21 Protected Materials, Counsel will ensure that the following notation is written,
22 stamped or inscribed on whatever folder, container, or media contains the copies:
23 "PROTECTED MATERIALS-SUBJECT TO PROTECTIVE ORDER." For
24 example, if Counsel makes a copy of a disc or physical file containing Protected
25 Materials, the duplicate disc or file must be encrypted and marked with the above
26 notation. Counsel shall track access to Protected Materials produced in discovery.

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2. DEFINITIONS

2.1 Action: this pending federal law suit entitled Michael Grecco Productions Inc v. Red Blue Media, Inc. et al., Case No. 22-cv-07506-MCS-AGR .

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” or “CONFIDENTIAL- ATTORNEY’S EYES ONLY,” Information or Items: information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c) or that qualify for protection under standards developed under applicable law or otherwise deemed to be sensitive material worthy of protection pursuant to this Order, and as specified above in the Good Cause Statement. Depending on the degree of protection warranted with the designation of, “CONFIDENTIAL” or “CONFIDENTIAL- ATTORNEY’S EYES ONLY.”

By definition, data designated as "CONFIDENTIAL-ATTORNEYS' EYES ONLY," will be encrypted at all times by the Receiving Party and the Receiving Party shall provide the Producing Party a list of individuals who have had access to the data designated as "CONFIDENTIAL-ATTORNEYS' EYES ONLY," as part of this litigation. The Receiving Party shall provide the Producing Party with a list of such individuals within ten (10) days of those individuals' access to data designated as "CONFIDENTIAL-ATTORNEYS' EYES ONLY." Information designated as "CONFIDENTIAL-ATTORNEYS' EYES ONLY," will only properly reviewed by counsel of record, or their direct staff, in this action.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 2.6 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced
4 or generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association,
12 or other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a
14 party to this Action but are retained to represent or advise a party to this Action and
15 have appeared in this Action on behalf of that party or are affiliated with a law firm
16 which has appeared on behalf of that party, and includes support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL,” or “CONFIDENTIAL- ATTORNEY’S EYES
28 ONLY.”

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of the
10 trial judge. This Order does not govern the use of Protected Material at trial.

11 **4. DURATION**

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs. Final disposition shall be
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
16 with or without prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
18 including the time limits for filing any motions or applications for extension of time
19 pursuant to applicable law.

20 **5. DESIGNATING PROTECTED MATERIAL**

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.
22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items, or oral or written
26 communications that qualify so that other portions of the material, documents,
27 items, or communications for which protection is not warranted are not swept
28 unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to
4 impose unnecessary expenses and burdens on other parties) may expose the
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of section 5.1 (a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix at a minimum, the legend
18 "CONFIDENTIAL," or "CONFIDENTIAL- ATTORNEY'S EYES ONLY."
19 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
20 material. If only a portion or portions of the material on a page qualifies for
21 protection, the Producing Party also must clearly identify the protected portion(s)
22 (e.g., by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and
26 before the designation, all of the material made available for inspection shall be
27 deemed "CONFIDENTIAL- ATTORNEY'S EYES ONLY." After the inspecting
28 Party has identified the documents it wants copied and produced, the Producing

1 Party must determine which documents, or portions thereof, qualify for protection
 2 under this Order. Then, before producing the specified documents, the Producing
 3 Party must affix the “CONFIDENTIAL legend” to each page that contains
 4 Protected Material. If only a portion or portions of the material on a page qualifies
 5 for protection, the Producing Party also must clearly identify the protected
 6 portion(s) (e.g., by making appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party identify
 8 the Disclosure or Discovery Material on the record, before the close of the
 9 deposition or by stipulation on the record.

10 (c) for information produced in some form other than documentary and
 11 for any other tangible items, that the Producing Party affix in a prominent place on
 12 the exterior of the container or containers in which the information is stored the
 13 legend “CONFIDENTIAL.” If only a portion or portions of the information
 14 warrants protection, the Producing Party, to the extent practicable, shall identify the
 15 protected portion(s) by the appropriate designation.

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 17 failure to designate qualified information or items does not, standing alone, waive
 18 the Designating Party’s right to secure protection under this Order for such
 19 material. Upon timely correction of a designation, the Receiving Party must make
 20 reasonable efforts to assure that the material is treated in accordance with the
 21 provisions of this Order.

22 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 24 designation of confidentiality or attorney’s eyes only at any time that is consistent
 25 with the Court’s Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 27 resolution process under Local Rule 37.1 *et seq.* The parties hereby agree that with
 28 the realities of Covid, a Zoom conference with video is deemed equivalent to an in-

1 person conference for purposes of the meet and confer requirement.

2 6.3 The burden of persuasion in any such challenge proceeding shall be on
 3 the Designating Party. Frivolous challenges, and those made for an improper
 4 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 5 parties) may expose the Challenging Party to sanctions and cost-shifting. Unless the
 6 Designating Party has waived or withdrawn the confidentiality designation, all
 7 parties shall continue to afford the material in question the level of protection to
 8 which it is entitled under the Producing Party's designation until the Court rules on
 9 the challenge.

10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 12 disclosed or produced by another Party or by a Non-Party in connection with this
 13 Action only for prosecuting, defending, or attempting to settle this Action. Such
 14 Protected Material may be disclosed only to the categories of persons and under the
 15 conditions described in this Order. When the Action has been terminated, a
 16 Receiving Party must comply with the provisions of section 13 below (FINAL
 17 DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
 19 location and in a secure manner that ensures that access is limited to the persons
 20 authorized under this Order. Protected Materials designated as "CONFIDENTIAL-
 21 ATTORNEYS' EYES ONLY" will be encrypted by the Receiving Party and the
 22 Receiving Party shall provide the Producing Party a list of all individuals who have
 23 had access to the data. If additional individuals are given access to such data, the
 24 Receiving Party shall provide the Producing Party with a list of such individuals
 25 within ten (10) days of their access to the data.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 27 otherwise ordered by the court or permitted in writing by the Designating Party, a
 28 Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
3 well as employees of said Outside Counsel of Record to whom it is reasonably
4 necessary to disclose the information for this Action;

5 (b) the officers, directors, and employees (including House Counsel) of
6 the Receiving Party to whom disclosure is reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary for this Action and who have
14 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (g) the author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information;

17 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
18 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
19 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
20 will not be permitted to keep any confidential information unless they sign the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
22 agreed by the Designating Party or ordered by the court. Pages of transcribed
23 deposition testimony or exhibits to depositions that reveal Protected Material may
24 be separately bound by the court reporter and may not be disclosed to anyone
25 except as permitted under this Stipulated Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.
28

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
 4 that compels disclosure of any information or items designated in this Action as
 5 CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification
 7 shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order
 9 to issue in the other litigation that some or all of the material covered by the
 10 subpoena or order is subject to this Protective Order. Such notification shall include
 11 a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be
 13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with
 15 the subpoena or court order shall not produce any information designated in this
 16 action as “CONFIDENTIAL,” of “CONFIDENTIAL- ATTORNEY’S EYES
 17 ONLY” before a determination by the court from which the subpoena or order
 18 issued, unless the Party has obtained the Designating Party’s permission. The
 19 Designating Party shall bear the burden and expense of seeking protection in that
 20 court of its confidential material and nothing in these provisions should be
 21 construed as authorizing or encouraging a Receiving Party in this Action to disobey
 22 a lawful directive from another court.

23 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 24 **PRODUCED IN THIS LITIGATION**

25 (a) The terms of this Order are applicable to information produced by a
 26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
 27 produced by Non-Parties in connection with this litigation is protected by the
 28 remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is
4 subject to an agreement with the Non-Party not to produce the Non-Party's
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party that
7 some or all of the information requested is subject to a confidentiality agreement
8 with a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated
10 Protective Order in this Action, the relevant discovery request(s), and a reasonably
11 specific description of the information requested; and

12 (3) make the information requested available for inspection by the Non-
13 Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this court within
15 14 days of receiving the notice and accompanying information, the Receiving Party
16 may produce the Non-Party's confidential information responsive to the discovery
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
18 not produce any information in its possession or control that is subject to the
19 confidentiality agreement with the Non-Party before a determination by the court.
20 Absent a court order to the contrary, the Non-Party shall bear the burden and
21 expense of seeking protection in this court of its Protected Material.

22 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIALS**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
26 writing the Designating Party of the unauthorized disclosures, (b) use its best
27 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
28 person or persons to whom unauthorized disclosures were made of all the terms of

1 this Order, and (d) request such person or persons to execute the “Acknowledgment
2 and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 Any violation of this Order may be punished by any and all appropriate
4 measures including, without limitation, contempt proceedings and/or monetary
5 sanctions.

6 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 7 **PROTECTED MATERIALS**

8 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other
10 protection, the obligations of the Receiving Parties are those set forth in Federal
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
12 whatever procedure may be established in an e-discovery order that provides for
13 production without prior privilege review.

14 In the event that a producing party discovers that it produced Protected
15 Document(s), it shall provide written notice of the claim of privilege or protection
16 to the receiving party (a “Clawback Notice”), sufficiently identifying the Protected
17 Document(s) within a reasonable time. The Clawback Notice must be as specific as
18 possible in identifying the basis for the privilege claimed and must include at least
19 the information required by Rule 26(b)(5)(A)(ii). In the event that a receiving party
20 should reasonably believe that it may have received Protected Document(s), it must
21 immediately cease further review and notify the producing party in writing with
22 identification of the relevant Bates range (a “Protection Waiver Notice”). If the
23 producing party fails to acknowledge the information is protected by issuing a
24 clawback notice within twenty-one (21) days or confirming the information is not
25 privileged, the receiving party may continue the review, and any future costs or fees
26 associated with a later issued clawback notice will be shifted to the producing party
27 regardless of the outcome.

28 As soon as practicable or within a reasonable time after providing the

1 Clawback Notice, the producing party shall provide (i) if only a portion of the
2 document contains privileged or protected material, a new copy of the document
3 utilizing the same bates number(s) as the original that has been redacted to protect
4 the privilege or protected material; or (ii) if the entire document is privileged or
5 protected, a slip sheet identifying the same bates number(s) as the original noting
6 that the document has been withheld. Any Protected Document that is the subject of
7 a Clawback Notice will be included on a privilege log if and as required by law.

8 Within ten (10) business days of receipt of a Clawback Notice (regardless of
9 whether the receiving party agrees with or plans to challenge the producing party's
10 claim of privilege or protection), the receiving party must use reasonable efforts to
11 return or destroy the Protected Document(s), and all copies thereof, and certify to
12 the producing party when this return or destruction is complete. A party receiving a
13 Clawback Notice shall sequester or destroy any notes or other work product that
14 refers to or excerpts the contents of the Protected Document.

15 If a receiving party challenges a claim that a Protected Document specified in
16 a Clawback Notice is privileged or protected, the receiving party shall initiate the
17 dispute resolution process under Local Rule 37.1 *et seq.* However, if one party
18 issues Clawback Notices for more than 100 documents within a seven-day period,
19 the Receiving Party may have an additional seven days business days to challenge
20 the Clawback Notice.

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12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in section 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel

1 are entitled to retain an archival copy of all pleadings, motion papers, trial,
2 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
3 and trial exhibits, expert reports, attorney work product, and consultant and expert
4 work product, even if such materials contain Protected Material. Any such archival
5 copies that contain or constitute Protected Material remain subject to this Protective
6 Order as set forth in Section 4 (DURATION).

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9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

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11 Date: January 18, 2023

DICKINSON WRIGHT RLLP

12
13 By: /s/ Lael D. Andara

Lael D. Andara
Attorneys for Defendant
RED BLUE MEDIA, INC.

14
15 Date: January 18, 2023

GAFNI & LEVIN, LLP

16
17 By: /s/ Adam I. Gafni

Adam I. Gafni
Attorneys for Plaintiff
MICHAEL GRECCO
PRODUCTIONS, INC.

18
19
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21 Date: January 24, 2023

22
23 
24

MAGISTRATE JUDGE ALICIA G. ROSENBERG

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective
 Order that was issued by the United States District Court for the Central District of
 California on _____, _____, 202____ in the case of *Michael Grecco*
Productions Inc v. Red Blue Media, Inc. et al., Case No. 22-cv-07506-MCS-AGR I
 agree to comply with and to be bound by all the terms of this Stipulated Protective
 Order and I understand and acknowledge that failure to so comply could expose me
 to sanctions and punishment in the nature of contempt. I solemnly promise that I
 will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance with
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or type
 full name] of _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____